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Primarily Primates

830-981-4611

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ANIMAL TRANSFER AGREEMENT

This Agreement is made and entered into on the 18th day of April, 2007, by and between Marguerite Gordon representing the 'W. K. Gordon, Jr. Ranch' and Lee Theisen-Watt (the "Receiver"), as the court appointed Temporary Receiver for the common law charitable entity and nonprofit corporation known as Primarily Primates, Inc., San Antonio, TX ("PPI").

WHEREAS, pursuant to an Amended Order Appointing Temporary Receiver dated October 19, 2006 (the "Order") of the Travis County Probate Court Number One (the "Probate Court"), the Receiver was appointed as Temporary Receiver for PPI with the duties and authority set forth in the Order, which include, but are not limited to, as the Receiver deems necessary, and in reliance upon the advice of animal health care experts, to make any decisions or to undertake actions she deems to be in the best interests of the animals, individually and collectively, which are currently located at PPI's facility including, but not limited to, the removal or transfer of any such animals to other facilities which meet appropriate standards for their particular needs;

WHEREAS, pursuant to an Order dated November 3, 2006, of the Texas Court of Appeals, Third District, at Austin (the "Appellate Order"), the Receiver may relocate animals on a non-permanent basis pursuant to her powers as receiver;

WHEREAS, pursuant to an Order dated November 22, 2006, of the Texas Court of Appeals, Third District, at Austin, the Court's November 3, 2006, Order was modified "to permit a party or the receiver to request that the probate court allow permanent relocation of an animal or animals subject to receivership on a case-by-case basis. Any such request must be in writing, filed with the probate court, and supported by evidence either filed with the motion or submitted before the probate court sufficient to warrant permanent relocation."

WHEREAS, the 'W.K. Gordon, Jr. Ranch' in Walnut Springs, Texas is a 4,000 acre ranch which will segregate the hoofed stock and keep in a 300 acre parcel to roam. The hoofed stock are 4 bovine: One male Longhorn one male Longhorn/Watusi cross, one female Angus and her calf. It is noted that the cow may again be impregnated.

WHEREAS, based on the improved environment and greater resources, the Receiver has determined that it is in the best interests of the hoofed stock to be relocated to the 'W.K. Gordon, Jr. Ranch' who is willing and able to provide the advantages of proper care specific to hoofed stock and far greater range upon which to graze and roam;

WHEREAS, the W.K. Gordon, Jr. Ranch has agreed to accept the custody of the hoofed stock on a temporary basis to provide for their immediate and temporary care, and upon relief from the Appellate Order and/or approval by the Probate Court, as applicable, to provide permanent care and lifetime sanctuary.

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NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the W. K. Gordon, Jr. Ranch and the Receiver hereby agree as follows:

1. The Receiver hereby transfers temporary custody, and up to any future relief from the Appellate Order and/or approval by the Probate Court, as applicable, permanent custody, of the hoofed stock.
2. W. K. Gordon, Jr. Ranch shall provide for safe and competent transportation of the hoofed stock from FPI to its facility in Walnut Springs, TX.
3. W. K. Gordon, Jr. Ranch shall provide the hoofed stock with complete and competent care, including housing, feeding, cleaning, and medical care, and will maintain the facilities and grounds where the hoofed stock are kept in good condition and repair.
4. W. K. Gordon, Jr. Ranch will take all reasonable precautions to insure the hoofed stock complete safety and their care will be overseen by a competent person at all times.
5. W. K. Gordon, Jr. Ranch will comply with the Animal Welfare Act and its implementing regulations, as applicable.
6. W. K. Gordon, Jr. Ranch will not breed the hoofed stock.
7. W. K. Gordon, Jr. Ranch will not euthanize any of the hoofed stock except for humane reasons resulting from state of health.
8. If for any reason W. K. Gordon, Jr. Ranch is not able to provide lifetime care and maintenance, in a manner that complies with the Animal Welfare Act and its implementing regulations, as applicable, the Receiver reserves the right to find suitable alternative retirement accommodations for the hoofed stock.
9. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, whether oral or written. This Agreement may not be amended or modified except by the mutual written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates first set forth above.

PRIMARILY PRIMATES, INC.

By:

Lee Theisen-Watt
Lee Theisen-Watt
State of Texas Appointed Temporary
Receiver

W. K. GORDON, JR. RANCH

By:

Marguerite Gordon
Marguerite Gordon

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